

# Exhibit F

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

NO. 2:17-CV-00495-RK

- - -

EDDYSTONE RAIL COMPANY, LLC, :

Plaintiff/Counter-Defendant, :

- vs - :

JULIO RIOS, JEREMY GAMBOA, :

BRIDGER LOGISTICS, LLC, :

FERRELLGAS PARTNERS, L.P., :

FERRELLGAS, L.P., et al., :

Defendants, :

BRIDGER LOGISTICS, LLC, :

FERRELLGAS PARTNERS, L.P., and :

FERRELLGAS, L.P., :

Defendants/Counterclaimants. :

- - -

VIDEOTAPED DEPOSITION UPON ORAL

EXAMINATION OF

JOHN R. GALLOWAY, ESQUIRE

Philadelphia, Pennsylvania

January 15, 2019

- - -

REPORTED BY: EDWARD J. RUGGERI, RPR, CCR

- - -

MAGNA LEGAL SERVICES

(866) 624-6221

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Videotaped Deposition of

JOHN R. GALLOWAY, ESQUIRE, taken pursuant

to notice, was held at STRADLEY, RONON,

STEVENS & YOUNG, LLP, One Commerce Square,

2005 Market Street, Suite 2600,

Philadelphia, Pennsylvania, commencing at

9:27 a.m. on the above date, before

Edward J. Ruggeri, Registered Professional

Reporter, Certified Court Reporter and

Notary Public.

- - -

1 A P P E A R A N C E S:

2

3

4 STEPTOE & JOHNSON, LLP

BY: FILIBERTO AGUSTI, ESQUIRE

5 1330 Connecticut Avenue, NW

Washington, DC 20036

6 202.429.6428

fagusti@steptoe.com

7 Counsel for the Plaintiff

8

9 BRYAN, CAVE, LEIGHTON & PAISNER, LLP

BY: JACOB A. KRAMER, ESQUIRE

10 RACHEL A. BECK, ESQUIRE

1155 F Street NW

11 Washington, DC 20004

202.508.6153

12 jacob.kramer@bclplaw.com

rachel.beck@bclplaw.com

13 Counsel for the Defendants,

Bridger Logistics, LLC, Ferrellgas

14 Partners, L.P., and Ferrellgas, L.P.,

et al.

15

16

LYNN, PINKER, COX & HURST

17 BY: JEREMY FIELDING, ESQUIRE

JON D. KELLEY, ESQUIRE

18 2100 Ross Avenue

Suite 2700

19 Dallas, TX 75201

214.981.3800

20 jfielding@lynnllp.com

jkelly@lynnllp.com

21 Counsel for the Defendants,

Julio Rios and Jeremy Gamboa

22

23

24

1 A P P E A R A N C E S:

2

3

4 STRADLEY, RONON, STEVENS & YOUNG, LLP

BY: ANDREW S. LEVINE, ESQUIRE

5 ADRIEL J. GARCIA, ESQUIRE

One Commerce Square

6 2005 Market Street

Suite 2600

7 Philadelphia, PA 19103

215.564.8073

8 alevine@stradley.com

agarcia@stradley.com

9 Counsel for the Canopy Prospecting,  
Inc.

10

11

12

13

14

15 A L S O P R E S E N T:

16

17 Chris McGlincey, Esquire

Jason Fifield, Videographer

19

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22

23

24

I N D E X

WITNESS:

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1 - - -

2 THE VIDEOGRAPHER: We are now  
3 on the record. This begins videotape  
4 No. 1 in the deposition of Jack  
5 Galloway in the matter of Eddystone  
6 Rail Company, LLC, versus Julio Rios,  
7 et al., in the U.S. District Court  
8 for the Eastern District of  
9 Pennsylvania, Docket No.  
10 2:17-cv-00495-RK.

11 Today is Tuesday, January 15,  
12 2019. The time is 9:27 a.m. This  
13 deposition is being taken at  
14 Obermayer Rebmann in Philadelphia --  
15 I'm sorry -- at Ronon in Philadelphia  
16 at the request of Bryan Cave.

17 I'm the videographer, Jason  
18 Fifield, of Magna Legal Services and  
19 the court reporter is Edward Ruggeri  
20 of Magna Legal Services. Will  
21 counsel and all parties present  
22 please state their appearances and  
23 whom they represent.

24 MR. LEVINE: First of all,

1 Andrew Levine, Stradley, Ronon,  
2 Stevens & Young, where the deposition  
3 is being held, for Jack Galloway.

4 THE VIDEOGRAPHER: Apologies.

5 MR. LEVINE: Not a problem.

6 MR. AGUSTI: This is Fil  
7 Agusti, Steptoe & Johnson, for the  
8 plaintiff, Eddystone Rail Company.

9 MR. KRAMER: Okay. Jake  
10 Kramer, Bryan, Cave, Leighton &  
11 Paisner, for Defendants Ferrellgas  
12 and Bridger and the related entities.

13 MS. BECK: Rachel Beck of  
14 Bryan, Cave, Leighton & Paisner on  
15 behalf of the corporate defendants.

16 MR. FIELDING: Jeremy Fielding  
17 and Jon Kelly on behalf of the  
18 individual defendants, Julio and  
19 Jeremy.

20 THE VIDEOGRAPHER: Will the  
21 court reporter please swear in the  
22 witness.

23 - - -

24 JOHN R. GALLOWAY, ESQUIRE,

1 after having been duly sworn by  
2 Edward J. Ruggeri, a Notary Public  
3 within and for the State of  
4 Pennsylvania, was examined and  
5 testified as follows:

6 - - -

7 EXAMINATION

8 - - -

9 BY MR. KRAMER:

10 Q. Okay.

11 Mr. Galloway, good morning. We  
12 met off the record. Again, my name is  
13 Jake Kramer. I'm here on behalf of  
14 Ferrellgas and Bridger and we thank you  
15 for coming. As I'm sure you've been told,  
16 the process here is merely to ask  
17 questions and obtain information and we  
18 appreciate your corporation.

19 Have you been deposed before?

20 A. Yes.

21 Q. Roughly how many times?

22 A. Two or three times.

23 Q. Two or three. Okay.

24 So you've done this before but

1 assigned Johnson the job of going out and  
2 finding those -- those producers or  
3 transshippers of crude oil that would like  
4 to have an east coast facility involved in  
5 crude by rail. At that point, there was  
6 no crude by rail in the -- what I would  
7 call the Philadelphia refining  
8 marketplace.

9 Q. Did Canopy approach Enbridge  
10 about the opportunity or the reverse?

11 A. I don't -- I don't have that  
12 information. You'd have to ask Johnson  
13 that.

14 Q. Did there come a time when  
15 Enbridge and Canopy entered into a  
16 Memorandum of Understanding?

17 A. Yes.

18 Q. And what was the purpose of  
19 that Memorandum of Understanding?

20 A. Well, from the vantage point of  
21 an executive, my -- the purpose was to  
22 narrow the view of one company, that is  
23 our company, and perhaps its potential  
24 associate there to sort of narrow within

1 -- you know, that was Canopy's thought  
2 that that would be the most efficient way  
3 of conducting this.

4 Q. Okay.

5 Did the Eddystone facility ever  
6 connect by pipeline to any refineries?

7 A. No.

8 Q. When Enbridge and Canopy  
9 entered into this joint venture, did they  
10 form an LLC?

11 A. Boy, I'd have to -- I don't

12 recall. We'll have to look at the  
13 documents on --

14 Q. Okay.

15 A. -- the formation of Eddystone  
16 Rail.

17 Q. Are you familiar with Eddystone  
18 Rail Company, LLC?

19 A. Yes.

20 Q. All right.

21 Is that the entity that in  
22 which Canopy ultimately owned a 25 percent  
23 interest?

24 A. Yes, to the best of my

1 Q. Did Canopy purchase all of the  
2 assets from the LLC?

3 A. I made it a commitment for  
4 Canopy's participation is that we are not  
5 discussing what Canopy or Canopy's SPE are  
6 doing, you know. We're in business.  
7 We're a private business. We have -- we  
8 really don't have anything to do with the  
9 litigation having to do with Eddystone  
10 Rail other than being responsive to what  
11 part we may have played when we had an  
12 ownership in that.

13 Q. Okay. I don't think you  
14 answered my question. Let's start with  
15 yes or no.

16 Did Canopy purchase all of the  
17 assets from the Eddystone Rail Company,  
18 LLC?

19 A. I don't know because I've never  
20 examined the books of Eddystone Rail that  
21 were held by the administrative part.

22 Q. Okay.

23 Are you aware of any assets at  
24 Eddystone Rail Company, LLC, that were

1 held by the company during the time you  
2 were an owner but not purchased by Canopy?

3 A. I don't know.

4 Q. You're not aware of any?

5 MR. AGUSTI: Objection, asked  
6 and answered.

7 THE WITNESS: My answer will  
8 have to be I don't know.

9 BY MR. KRAMER:

10 Q. Okay.

11 Did Canopy purchase some of the  
12 assets from Eddystone Rail Company, LLC?

13 THE WITNESS: Andy, I'm going  
14 to have to seek your advice on this.  
15 I'm -- you know, we drew the line in  
16 the sand that we're dealing with  
17 this.

18 MR. AGUSTI: No. There's only  
19 one witness being deposed here and  
20 that's you, Mr. Galloway, and you --  
21 when a question is pending, you  
22 should answer the question to the  
23 best of your ability. If you don't  
24 know, just say that you don't know.



1 THE WITNESS: Would you repeat  
2 the question, please?

3 - - -

4 (At this time, the court  
5 reporter read back from the record as  
6 was requested.)

7 - - -

8 THE WITNESS: Yes.

9 BY MR. KRAMER:

10 Q. What assets did Canopy  
11 purchase?

12 A. Assets in connection with a  
13 rail terminal at Eddystone.

14 Q. Canopy -- okay.

15 Did Eddystone Rail Company at  
16 the time Canopy was a 25 percent owner  
17 have any other assets?

18 A. I don't know.

19 Q. Are you aware of the LLC  
20 holding any other assets during the time  
21 that Canopy was a 25 percent owner?

22 MR. LEVINE: Which LLC?

23 MR. KRAMER: Eddystone Rail  
24 Company, LLC.

1                   Have you seen any marketing  
2 materials related to the facility?

3           A.       I've seen some but -- you know,  
4 I've seen several and...

5           Q.       Did you participate in any --  
6 in developing any such marketing material  
7 materials?

8           A.       I did -- no. I didn't draw  
9 them or participate in them, no, or  
10 prepare them.

11          Q.       Did you --

12          A.       I might have seen them but I  
13 just -- you know, that's --

14          Q.       Okay.

15          A.       That wouldn't be a tool I would  
16 be using.

17          Q.       Do you know if the facility was  
18 marketed as a state of the art, high speed  
19 facility?

20          A.       I don't know that.

21          Q.       You don't know that?

22          A.       No.

23          Q.       Okay.

24                   MR. AGUSTI: Asked and

1 Q. Where did that conversation  
2 take place?

3 A. Probably at Eddystone.

4 Q. At Eddystone at the facility?

5 A. Well, that's where these  
6 meetings, either a technical meeting or a  
7 management meeting, would take place.

8 Q. Okay. All right.

9 Did you review any documents  
10 that refreshed your recollection about  
11 such an agreement?

12 A. About which agreement? On this  
13 agreement between the customer and the  
14 operating --

15 Q. Uh-huh.

16 A. I don't recall reviewing those  
17 documents.

18 Q. Okay.

19 Have you ever seen a written  
20 agreement of that kind?

21 A. I don't recall seeing it.

22 Q. Do you know whether the  
23 agreement was to be temporary or permanent  
24 in nature?

1           A.     I can't recall seeing it. I  
2     don't know whether it would be temporary  
3     or permanent.

4           Q.     Okay.

5                     So your understanding is that  
6     Bridger agreed for the duration of its use  
7     of the facility that custody transfer  
8     meters were not necessary?

9           A.     My understanding was that the  
10    measurement and the verification of  
11    quality of the product was going to be  
12    undertaken by a human organization such as  
13    inspector or some other competitive  
14    organization, that that's what they do,  
15    and I do know that that's the general  
16    practice in the port of Philadelphia.

17          Q.     What do you mean -- how do you  
18    know it's the general practice in  
19    Philadelphia?

20          A.     Because I represented the  
21    refineries in the past, and if there were  
22    disputes about delivery of product, they  
23    would be resolved as a result of these  
24    inspector-type organizations that would

The image displays a sequence of 15 horizontal black bars. The bars vary in their starting and ending horizontal positions, creating a stepped or irregular pattern. The first bar is at the top left. The second bar is slightly lower and further right. The third bar is lower still and split into two segments. The fourth bar is a single segment spanning most of the width. The fifth bar is at the same level as the fourth but slightly shorter. The sixth bar is shorter again. The seventh bar is significantly shorter and further right. The eighth bar is at the same level as the seventh but further right. The ninth bar is at the same level as the eighth but further right. The tenth bar is at the same level as the ninth but further right. The eleventh bar is at the same level as the tenth but further right. The twelfth bar is at the same level as the eleventh but further right. The thirteenth bar is at the same level as the twelfth but further right. The fourteenth bar is at the same level as the thirteenth but further right. The fifteenth bar is at the same level as the fourteenth but further right.

18 Did you have any communications  
19 with Bridger about the depth of the  
20 channel after dredging?

21 A. I don't recall.

22            Q.     All right.

23 Do you recall that the depth of  
24 the channel after dredging was 27'8"?

1           A.    I don't recall.

2           Q.    Do you recall the depth of the  
3    channel after dredging being different  
4    from the depth of the channel -- the  
5    planned depth of the channel?

6           A.    Don't recall.

[REDACTED]

■ [REDACTED]  
2 A. I don't recall this memo, no.

3 Q. All right.

4 Do you recall generally after  
5 the dredging had taken place a  
6 recommendation from Turnbull that  
7 Eddystone ascertain the cost of removing  
8 the pinnacle?

9 A. I can't recall the specifics  
10 there.

11 Q. Okay.

12 You indicated earlier that you  
13 agreed with Manny Zare that there was  
14 nothing more to do and no more money to  
15 spend.

16 Did you ever change your mind  
17 about that?

18 A. No.

19 Q. Why not?

20 A. I didn't have occasion to  
21 change my mind. As far as I was  
22 concerned, there were trains unloading  
23 every day and barges moving in and out on  
24 a very regular basis.

1 THE WITNESS: Shape of the  
2 vessel.

3 BY MR. KRAMER:

4 Q. Let's go with the Petrochem  
5 Producer.

6 Do you know what the capacity  
7 of that barge was?

8 A. I understand that moved at  
9 140,000 barrels. That's all I know.

10 Q. All right.

11 Do you know if that barge was  
12 able to traverse the channel at full  
13 capacity at the Eddystone facility?

14 A. I don't know that.

15 Q. Do you know if it had to be  
16 light-loaded?

17 A. I don't know that.

18 Q. Did Canopy ever hire a  
19 consultant to evaluate barge access to the  
20 facility?

21 A. I don't recall.

22 Q. Do you know someone named  
23 Captain John Dudley?

24 A. We did hire Dudley as a





1 2014?

2 A. I don't recall and I've never  
3 seen this e-mail before.

4 Q. Okay.

█ [REDACTED]  
█ [REDACTED]  
█ [REDACTED]  
█ [REDACTED]  
█ [REDACTED]  
█ [REDACTED]  
█ [REDACTED]  
█ [REDACTED]  
█ [REDACTED]  
█ [REDACTED]  
█ [REDACTED]  
█ [REDACTED]  
█ [REDACTED]

16 Is that a true statement, that

█ [REDACTED]  
█ [REDACTED]?

19 MR. AGUSTI: Objection, lack of  
20 foundation.

21 THE WITNESS: I don't know.

22 BY MR. KRAMER:

█ [REDACTED]  
█ [REDACTED]

█ [REDACTED]

2 A. I don't know what his

3 commission was.

4 Q. Okay.

5 - - -

6 (At this time, a document was

7 marked for identification as

8 Exhibit-447.)

9 - - -

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

1 suggestions?

2 A. I don't recall.

3 Q. Did Enbridge suggest any  
4 business opportunities to Canopy?

5 A. I don't recall.

6 - - -

7 (At this time, a document was  
8 marked for identification as  
9 Exhibit-449.)

10 - - -

11 MR. KRAMER: Exhibit-459 -- or  
12 448?

13 MR. FIELDING: 449 should be --

14 MR. KRAMER: 449.

15 MR. FIELDING: That is the  
16 previous one, so it's 449.

17 MR. KRAMER: Okay.

18 BY MR. KRAMER:

19 Q. 449 is numbered CANTP28198  
20 through 99 and there's an attachment, and  
21 this is e-mail from Erik Johnson to you  
22 and Tom Fridel dated April 2017.

23 Do you see that?

24 A. Yes.

1 rail consultants had input into, was it  
2 those rail consultants you just identified  
3 for me now, Mr. Scanlan?

4 MR. AGUSTI: Objection,  
5 ambiguous.

6 BY MR. FIELDING:

7 Q. Or do you know?

8 A. I don't know which document  
9 we're talking about from Mr. Kramer.

10 Q. Okay.

11 How many consultants did Canopy  
12 retain in connection with its work on the  
13 Eddystone facility, do you know?

14 A. I don't recall.

15 Q. Do you know the names of any of  
16 those consultants?

17 A. I've given you one name,  
18 Scanlan.

19 Q. Okay.

20 Other than -- other than that  
21 -- Mr. Scanlan; is that right?

22 A. That's right.

23 Q. Other than Mr. Scanlan, any  
24 other names you recall?

1 that would provide Eddystone for a full --  
2 the full term of financial assurances it  
3 only negotiated a 12-month LOC? Do you  
4 know why?

5 A. No. I don't know why.

6 Q. In fact, in letters you sent  
7 later and your lawyer sent later you  
8 accused Enbridge of making a mistake when  
9 it did that, didn't you, sir?

10 A. I don't recall the lawyer's  
11 letters to that effect, but --

12 Q. You don't recall telling  
13 Enbridge and your lawyer telling Enbridge  
14 that you believed the mistake that had  
15 been made at the very beginning was to  
16 fail to receive financial assurances that  
17 protected you for the term of the  
18 contract?

19 A. Specifically I don't remember  
20 that letter, no.

21 Q. Okay.

22 A. I can go back and review the  
23 letter and obviously I'll be refreshed on  
24 it.

1 testimony.

2 THE WITNESS: I'll stay with my  
3 answer. Canopy had the right to  
4 approve any public statements and we  
5 wanted to --

6 MR. FIELDING: Objection,  
7 nonresponsive. That's not my  
8 question.

9 BY MR. FIELDING:

10 Q. My question is other than the  
11 -- other than what's set forth in  
12 Exhibit-452, you're not aware of any other  
13 time that Canopy and Enbridge decided to  
14 withhold information from Bridger because  
15 it would upset their expectations, are  
16 you?

17 A. I can't recall.

18 Q. Okay. All right. Let's see.

19 Now, the ongoing issues -- the  
20 immediate issues you had with the work  
21 that Enbridge was doing was twofold,  
22 wasn't it? One were -- one was that you  
23 were having cost overruns --  
24 Exhibit-450 --

1 signature at the end of a plain and simple  
2 letter, it would be a lot simpler.

3 Q. Here's my -- here's my question  
4 for you.

5 This is a document that you  
6 yourself reviewed and sent to Mr. Johnson,  
7 right?

8 A. I'm not sure of that.

9 Q. Okay.

10 A. Until I can see a signature, I  
11 don't know that I sent this document. All  
12 right.

13 Q. Hold on. We know you sent it.

14 A. No, I don't. All I know is  
15 that -- I know that there's a cover and an  
16 almost blank page that says Galloway to  
17 Johnson, "correct paper."

18 Q. Right. And you attached it,  
19 sir.

20 This is an e-mail from you  
21 where you attached this document and sent  
22 it to Mr. Johnson, right?

23 A. I don't know.

24 Q. Okay.



1                   You don't know --

2           A.       I don't know.

3           Q.       -- that this is an e-mail from  
4   you to Mr. Johnson --

5           A.       No.

6           Q.       -- with an attachment?

7           A.       All I know is the front page.  
8   That's the only thing I know is the front  
9   page which is 90 percent blank.

10          Q.       And you're disputing that you  
11   actually attached this e-mail and sent it  
12   to Mr. Johnson?

13          A.       Until it's -- until it's  
14   presented in a more legible form, yes.

15          Q.       So this is a fabrication?   You  
16   see --

17          A.       I don't know if it's a  
18   fabrication.

19                   MR. AGUSTI:   Objection.

20   BY MR. FIELDING:

21          Q.       This is produced by you.

22                   MR. AGUSTI:   Misrepresents the  
23                   --

24   BY MR. FIELDING:

1 Q. You can see --

2 MR. AGUSTI: Misrepresents the  
3 witness's testimony.

4 MR. FIELDING: Well, I just  
5 want to understand what he's saying.

6 BY MR. FIELDING:

7 Q. This -- it's got your Bates  
8 label on the bottom of it, sir. This was  
9 produced by you and your lawyers.

10 Are you suggesting your lawyers  
11 produced a document and attached an e-mail  
12 that is -- doesn't go with the document?

13 A. I would not suggest that.

14 Q. Okay. Good. I wouldn't  
15 either. I wouldn't either. I'm sure that  
16 they've produced this thing accurately.

17 Here's my question to go back  
18 to that same sentence. This letter says,  
19 quote, Canopy's perception is that you --  
20 Enbridge -- are attempting to use it as a  
21 scapegoat for the failures by your own  
22 company's ability to appropriately scope,  
23 estimate, and construct a relatively basic  
24 facility."

1 Do you see that?

2 A. That's in the second paragraph?

3 Q. Yes.

4 What is a scapegoat, Mr.

5 Galloway?

6 A. It's not a word I generally

7 use.

8 Q. What is it though?

9 A. Well, a scape --

10 Q. When you use it, what do you --

11 when you use it, what do you mean?

12 A. I don't use that word, but we

13 could look it up in a dictionary. I don't

14 -- I don't use the word "scapegoat."

15 Q. When you use that word, what

16 does it mean?

17 A. To put blame on someone else --

18 Q. Right.

19 A. -- for your own error.

20 Q. For your own problems, right.

21 So Canopy is saying, "Enbridge,

22 we think you're trying to blame us for

23 problems you created," right?

24 A. I don't know that that's what

1 I'm saying. That's why I think in order  
2 for us to understand this document, why  
3 don't we see the finished letter that --

4 Q. Sir.

5 A. -- that went from -- you say  
6 from Galloway to Elliott.

7 Q. Sir, I don't know why you  
8 haven't produced this. It's not my  
9 document. I didn't produce it. You guys  
10 produced it to me.

11 A. No. You just produced this for  
12 me.

13 Q. No. No, sir.

14 MR. LEVINE: No.

15 MR. FIELDING: No. No, sir.

16 MR. LEVINE: It was a draft.

17 THE WITNESS: Okay.

18 MR. LEVINE: We don't know what  
19 the implications of the cover sheet  
20 are. You may simply have been saying  
21 "I hope this is the correct one," but  
22 there's no indicia that you actually  
23 drafted it.

24 MR. FIELDING: This didn't come

1 from us.

2 MR. AGUSTI: There's no --

3 MR. FIELDING: Your lawyer can  
4 confirm it.

5 MR. AGUSTI: There's no  
6 evidence that's been presented here  
7 that you actually sent it.

8 BY MR. FIELDING:

9 Q. Well, I don't care whether you  
10 actually sent it.

11 You're writing it down and  
12 thinking it, aren't you, sir?

13 A. When I have five pages of  
14 cross-outs --

15 Q. Okay.

16 A. -- that don't mean anything, I  
17 can't accept this as my document.

18 Q. Let me ask you this.

19 It says, quote, Canopy has  
20 repeatedly demanded, most recently in  
21 writing on November 7th, within the terms  
22 of the operating agreement --

23 A. Where are you writing --  
24 reading from now?

1 Q. The very next sentence in the  
2 second paragraph that I just read.

3 A. Okay.

4 Q. "Canopy has repeatedly  
5 demanded, most recently in writing on  
6 November 7th, within the terms of the  
7 operating agreement and other related  
8 documents access to the documentation to  
9 demonstrate the legitimacy and cause of  
10 Enbridge's cost overruns but has been  
11 uniformly met with nonresponse and, in  
12 fact, with bad faith refusal to provide  
13 management committee with essential  
14 information."

15 Do you see that?

16 A. I see it.

17 Q. Is that a true statement of  
18 what had happened?

19 A. I will say they're powerful  
20 words but they don't sound like me.

21 Q. Do they sound like Mr. Johnson?

22 A. No.

23 Q. Well, who wrote this?

24 A. I don't know.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14 Do you see that?

15 A. I do.

16 Q. Do you recall Enbridge making  
17 all of those offers or threats to you in  
18 that particular period of time?

19 A. I don't recall them making all  
20 of those offers and threats to us, no.

21 Q. Do you recall one of the things  
22 Enbridge -- Enbridge used or one of the  
23 pieces of leverage they tried to use in  
24 their negotiations was the threat that

1 have or not? It's simple.

2 Yes or no; did they get them or  
3 not, sir?

4 A. I think the record will reflect  
5 what's going on here. Why are we in this  
6 litigation? Why was there a litigation in  
7 the arbitration?

8 Q. Sir, did Enbridge get the  
9 financial assurances that you believe they  
10 should have got or not? Yes or no? Why  
11 won't you answer that question? Yes or  
12 no? Did they or not?

13 A. I don't know.

14 Q. That's the best answer you can  
15 give to my question and to this jury?

16 A. That's the only answer I can  
17 give you.

18 MR. FIELDING: Pass the  
19 witness. No further questions. I  
20 think we're out of our time.

21 Are we out of time?

22 MR. AGUSTI: We are well out of  
23 time.

24 MR. FIELDING: Okay. Thank



1 C E R T I F I C A T I O N

2

3

4 I, Edward J. Ruggeri,

5 Registered Professional Reporter,

6 Certified Court Reporter and Notary

7 Public, do hereby certify that the

8 foregoing is a true and accurate

9 transcript of the stenographic notes taken

10 by me in the aforementioned matter.

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Edward J. Ruggeri, RPR, CCR